**GRANT CONTRACT**

**- EXTERNAL ACTIONS OF THE EUROPEAN UNION -**

**<**Grant contract identification number*>*

(the ‘contract’)

The Central Project Management Agency

Public Institution, registration number 126125624

Konarskio str., 13, LT-03109, Vilnius Lithuania,

(the ‘contracting authority’)

of the one part,

and

<Full official name>

[<Legal status (organisation)>]

[<Organisation official registration number>]

<Full official address>

If a multi-beneficiary grant: [hereinafter the ‘coordinator’]

If a mono-beneficiary grant: [hereinafter the ‘beneficiary’[[1]](#footnote-2)]

[and

<Full official name of any co-beneficiary(ies)>

[<Legal status (organisation)>]

[<Organisation official registration number>]

<Full official address>

collectively referred to as ‘beneficiary(ies)’ where a provision applies without distinction to the coordinator and the co-beneficiary(ies)

of the other part,

(the ‘parties’)

have agreed as follows:

**Special conditions**

**Article 1 — Purpose**

1.1 The purpose of this contract is the award of a grant by the contracting authority to finance the implementation of the action entitled: <title of the action> (the ‘action’)] described in Annex I.

1.2 The beneficiary(ies) shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (the ‘special conditions’) and the annexes, which the beneficiary(ies) hereby declares it has noted and accepted.

1.3 The beneficiary(ies) accepts the grant and undertakes to be responsible for carrying out the action.

**Article 2 — Implementation period of the action**

2.1 This contract shall enter into force on the date when the second of the two parties signs.

2.2 Implementation of the action shall begin on:

*-* the day following that on which the second of the two parties signs]

- a later date: [<specify the date>]

2.3 The implementation period of the action, as laid down in Annex I, is <number of months>.

2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, by the end date defined in Article 12.5 of Annex II.

**Article 3 — Financing the action**[[2]](#footnote-3)

3.1 The grant takes the form of reimbursement of costs only. The provisions laid down in Annex II and other annexes regarding financing not linked to costs are not relevant for this contract. The costs reimbursed are actual costs.

The total eligible costs are estimated at **EUR** <amount in heading 11 of Annex III >, as set out in Annex III.

3.2 The contracting authority undertakes to finance a maximum amount of **EUR** <amount>.

The grant is further limited to 100% of the total eligible cost of the action specified in paragraph 1.

The final amount of the contracting authority’s contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

3.3 Pursuant to Article 14.6 of Annex II, <enter percentage, maximum 7 % >% of the final amount of direct eligible costs of the action established in accordance with Articles 14 and 17 of Annex

**Article 4 — Reporting and payment arrangements**

4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 1 as set out in Article 15.1:

Initial pre-financing payment: **EUR** <amount, which is 80 % of the maximum amount referred to in Article 3.2>.

Balance of the final amount of the grant: **EU**R<amount> (subject to the provisions of Annex II)].

4.2 <applicable reporting requirements and payment schedules/length of reporting period>

4.3 The beneficiary(ies) may be expected to encode the logical framework matrix (results, their corresponding indicators, including baselines and targets) and the current values of the indicators in the relevant electronic system, in line with the values of the approved interim and final reports.

4.4 Payments shall be made in accordance with the special conditions into the following bank account:

*Name of bank*: [insert bank name]

*Exact denomination of account holder*: [full name of account holder]

*Bank account number*: [insert bank account number].

**Article 5 — Contact points**

5.1 Any communication relating to this contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For the contracting authority

Central Project Management Agency

Konarskio str., 13, LT-03109, Vilnius, Lithuania

Email: [info@cpva.lt](mailto:info@cpva.lt), e.vaitekunaite@cpva.lt

For the coordinator

<name of the coordinator>

<address of the coordinator for correspondence>

Email: <email>

**Article 6 — Annexes**

6.1 The following documents are annexed to these special conditions and form an integral part of the contract:

Annex I: Description of the action (including the logical framework of the project,  
and the concept note)

Annex II: General conditions applicable to European Union-financed grant contracts for external actions

Annex III: Budget for the action (worksheets 1a, 2 and 3)

Annex IV: Procurement rules for beneficiary(ies)

Annex V: Standard request for payment and identification form

Annex VI: Model narrative and financial reports

Annex VII: Terms of reference for an agreed upon procedures engagement for a grant contract to issue a contractual expenditure verification

Annex VII: Standard template for transfer of asset ownership

Annex VIII: Model Action progress summary

Annex IX: Standard template for transfer of ownership of assets

6.2 In the event of a conflict between the provisions of the present special conditions and any annex thereto, the special conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

**Article 7 — Other specific conditions applying to the action**

7.1 The general conditions in Annex II are supplemented by the following:

7.1.1 Indirect taxes (including, but not limited to, sales tax, value-added tax (VAT), excise tax, consumption tax, or tariffs) are not eligible[[3]](#footnote-4).

7.1.2. Beneficiary must ensure that there is no detection of contractors, natural persons (including participants to workshops and/or trainings and recipients of financial support to third parties), in the lists of EU restrictive measures. The lists of persons, groups, entities subject to the EU restrictive measures are published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu) .

In case the beneficiary(ies) wants to set a specific exchange rate to be applied to the amount pre-financed by the beneficiary(ies) (or other donors) at the end of the action (amount of the balance):

**[**7.1.x The exchange rate to be applied in case of a positive balance pre-financed by the beneficiary(ies) at the end of the action is <enter applicable rule/criteria to determine the exchange rate> according to the usual accounting practice of the beneficiary(ies).

7.2 The following derogations from Annex II shall apply:

7.2.x By way of derogation from Article 15.6 of Annex II, a demand for payment of late interest shall be submitted in all cases irrespective of the amount of interest, within two months of receiving the late payment.

In case of derogations to the rules for currency conversion:

[7.2.x By derogation from Article 2.5 of Annex II, and for the purpose of reporting, conversion into the currency set in the special conditions shall be made using the rate of exchange < insert here the exchange rate to be used for reporting according to Article 2.5 of Annex II >

[7.2.x By derogation from Article 2.6 of Annex II, costs incurred or consumed amounts in other currencies than the one used in the beneficiary(ies)'s accounts shall be converted (insert where the conditions listed in Article 2.6 of Annex II are not fulfilled).

7.2.x By way of derogation to Article 6.2 of Annex II the requirement to provide the communication plan

is waived.

[7.2.x By way of derogation of Article 10.1 of Annex II, the rules of nationality and origin are waived.

### If the no profit rule does not apply because of the action falls within one of the cases of Article 17.7 Annex II:

[7.2.x The no-profit rule shall not apply to this contract (or part of this contract), according to Article 17.7 of Annex II for the following reason:

[- the action generates an income to ensure their continuity beyond the end of this contract.]

[- the action is implemented by non-profit organisations.]

[- the amount of the grant is equal to or less than EUR 60 000.]

7.2.x. Parties agree that contracting authority shall not request a financial guarantee for the beneficiary as permitted by Article 15.7. Annex II.

Where one of the beneficiaries is an international organisation and/or pillar assessed organisation refer to annex e3h11\_derogations\_Ios\_PA entities for the clauses to insert here.

7.3 Articles 1.3 and 1.4 of Annex II shall be replaced by the following:

1.3 Processing of personal data related to the implementation of the grant contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

1.4 To the extent that the grant contract covers an action financed by the European Union, the contracting authority may share communications related to the implementation of the grant contract, with the European Commission. These exchanges shall be made to the European Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the grant contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, practitioners/auditors, and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the grant contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the European Commission. When personal data is transmitted to the European Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[4]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.]

*Done in English in three originals: one original being for the contracting authority, one original being for the European Commission, and one original being for the beneficiary(ies).*

*Or*

*The parties agree that the contract signed with an unqualified electronic signature (using Signa Web, GoSign, Adobe signature, etc) or signed with a physical signature, scanned and sent to the contact e-mail addresses specified in the article 5.1 of the special conditions shall have the same legal force as the contract signed by physical signatures and is admissible by means of proof in courts or with respect to other parties.*

|  |  |  |  |
| --- | --- | --- | --- |
| **For the beneficiary(ies) [[5]](#footnote-6)** | | **For the contracting authority** | |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |

1. The terms beneficiary(ies) and coordinator should both be understood as referring to the only beneficiary of the action. [↑](#footnote-ref-2)
2. In case of action grants, note that the amount awarded and percentages stated in this article shall also be updated in Annex III Budget of the action, in the worksheet ‘Expected sources of funding and summary of estimated costs’. [↑](#footnote-ref-3)
3. As per Guidelines for Applicants, call for proposals related to this Action excludes eligibility of indirect taxes [↑](#footnote-ref-4)
4. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-5)
5. In accordance with the mandate conferred on the coordinator, (see application form), the coordinator signs this contract also on behalf of the other beneficiaries, who, therefore, do not need to individually sign this contract to become parties to it. [↑](#footnote-ref-6)